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11 Metropolitan Life Insurance Company

12 **UNITED STATES DISTRICT COURT**  
13 **NORTHERN DISTRICT OF CALIFORNIA**  
14

15 METROPOLITAN LIFE INSURANCE  
16 COMPANY,

17 Plaintiff-in-Interpleader,

18 vs.

19 AURORA L. EASTMAN, an individual;  
SCOTT A. EASTMAN, an individual;  
20 REBECCA J. EASTMAN, an individual;  
KATHLEEN M. ROGNEBY, an individual;  
A.C.E., a minor, by and through his Guardian  
21 Ad Litem, Jacob Rogneby; and A.L.E., a minor,  
by and through her Guardian Ad Litem, Jacob  
22 Rogneby,

23 Defendants-in-Interpleader.  
24  
25  
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Case No. 3:18-cv-02091-JD

Honorable James Donato

**STIPULATION AND [PROPOSED]  
ORDER FOR**

**1. PLAINTIFF-IN-INTERPLEADER  
METROPOLITAN LIFE INSURANCE  
COMPANY'S DISCHARGE AND  
DISMISSAL WITH PREJUDICE;**

**2. PERMANENT INJUNCTION;  
AND**

**3. RECOVERY OF REASONABLE  
ATTORNEYS' FEES**

**PROOF OF SERVICE**

First Amended Complaint Filed: 5/2/18

Plaintiff-in-Interpleader, on the one hand, and Defendants-in-Interpleader, on the other, have reached an agreement in this Interpleader action, as set forth below:

### **RECITALS**

WHEREAS, Relis Carl Eastman (“Decedent”) was a former employee of AT&T Inc. (“AT&T”) and was a participant in the AT&T Group Life Insurance Program for Active Employees (the “Plan”), an ERISA-governed employee welfare benefit plan sponsored by AT&T. During the relevant period, the Plan was funded by a group insurance policy and group certificate of insurance (collectively, the “Group Policy”) issued by Metropolitan Life Insurance Company (“MetLife”) to AT&T. As a Plan participant, Decedent had the following benefits: Effective August 22, 1999, Decedent had basic life insurance benefits in the amount of \$81,000 as well as accidental death and dismemberment (“AD&D”) insurance benefits in the amount of \$81,000. Effective December 31, 2010, Decedent had supplemental life insurance benefits in the amount of \$486,000 as well as supplemental AD&D insurance benefits in the amount of \$486,000. The foregoing benefits are collectively referred to herein as the “Plan Benefits.”

WHEREAS, Defendant-in-Interpleader Aurora L. Eastman (“Aurora”) is the daughter of Decedent.

WHEREAS, Defendant-in-Interpleader Rebecca J. Eastman (“Rebecca”) is the daughter of Decedent.

WHEREAS, Defendant-in-Interpleader A.C.E. (“A.C.E.”) is the minor son of Decedent.

WHEREAS, Defendant-in-Interpleader A.L.E. (“A.L.E.”) is the minor daughter of Decedent.

WHEREAS, Defendant-in-Interpleader Kathleen M. Rogneby (“Kathleen”) is the mother of Aurora, Rebecca, A.C.E., and A.L.E.

WHEREAS, Defendant-in-Interpleader Scott A. Eastman (“Scott”) is the son of Decedent.

WHEREAS, the group certificate of insurance, which is part of the Group Policy, and the Summary Plan Description (“SPD”) provide that a participant may designate a beneficiary to whom

1 MetLife will pay the Plan Benefits. Based upon information and belief, Decedent did not designate  
2 a beneficiary. In this regard, the SPD sets forth how the Plan Benefits will be paid if a participant  
3 does not designate a beneficiary. Specifically, the SPD provides that if the insured dies without a  
4 beneficiary, the Plan Benefits will be paid in accordance with the AT&T Rules for Employee  
5 Beneficiary Designations. The AT&T Rules for Employee Beneficiary Designations require that  
6 MetLife pay Decedent's surviving spouse, if married, or legally recognized partner, if not married,  
7 and if Decedent is not survived by a spouse or legally recognized partner, then the Plan Benefits  
8 shall be paid to his surviving children in equal amounts.

9 WHEREAS, Decedent died on or about June 30, 2016. Decedent's Death Certificate listed  
10 the cause of death as a perforating gunshot wound to the head. The Death Certificate also indicated  
11 that Decedent's death was a homicide. On or about July 12, 2016, Scott was formally charged with  
12 the murder of Decedent, which put his potential right to a portion of the Plan Benefits at issue.

13 WHEREAS, on or about October 14, 2016, MetLife received the following claim forms for  
14 the Plan Benefits: Aurora submitted a claim form dated August 22, 2016, and Kathleen submitted  
15 claim forms on behalf of Rebecca, A.L.E., and A.C.E. dated September 27, 2016. The claim forms  
16 did not indicate the percentage of Plan Benefits that each claimant is seeking.

17 WHEREAS, during its investigation of the claim, MetLife received conflicting information  
18 regarding whether Decedent was married at the time of his death. While Decedent's Death  
19 Certificate lists Kathleen as Decedent's wife, MetLife also received a copy of the Dissolution of  
20 Marriage and Marital Settlement Agreement between Decedent and Kathleen, which indicated that  
21 they were divorced on or about December 8, 2005. Additionally, Aurora's Claimant Affidavit listed  
22 Kathleen as divorced from Decedent.

23 WHEREAS, during its investigation, MetLife discovered the Marital Settlement Agreement  
24 contains Qualified Domestic Relations Order ("QDRO") language that required Decedent to  
25 maintain life insurance in the amount of 4 times his base pay for his minor children as joint  
26 beneficiaries, with Kathleen acting as trustee of the account until the children reach the age of 21.  
27 The Marital Settlement Agreement lists the 3 minor children as Aurora, Rebecca, and A.L.E.

1 According to Aurora's claim form, Decedent had 5 surviving children, 4 of which were under the  
2 age of 21 at the time of his death. Scott was over the age of 21.

3 WHEREAS, the Dissolution of Marriage and the Marital Settlement Agreement were  
4 executed in California. MetLife cannot determine whether ERISA's QDRO requirement applies to  
5 life insurance under California law and, therefore, to the Plan Benefits at issue. Further, the QDRO  
6 language in the Marital Settlement Agreement only addresses proceeds equal to 4 times Decedent's  
7 base pay, yet the total Plan Benefits at issue exceed that amount. Finally, the QDRO language does  
8 not include one of the minor children, A.C.E, who was born after the 2005 divorce.

9 WHEREAS, MetLife contends that it could not conclusively determine the proper  
10 beneficiary or beneficiaries of the Plan Benefits without subjecting itself to the possibility of  
11 multiple liability due to the competing claims of the Defendants-in-Interpleader.

12 WHEREAS, on April 5, 2018, MetLife filed this interpleader action in good faith against  
13 Aurora, Scott, Rebecca, Kathleen, A.C.E., and A.L.E. On May 2, 2018, MetLife filed its First  
14 Amended Complaint-in-Interpleader.

15 WHEREAS, on June 1, 2018, MetLife deposited \$1,143,118.60 with the Court. This amount  
16 represents the Plan Benefits, plus applicable accrued interest through the date of deposit.

17 WHEREAS, all Defendants-in-Interpleader have been served with the Summons and First  
18 Amended Complaint-in-Interpleader. Per the Court's Minute Entry dated January 17, 2019  
19 (Dkt#57), no answers from the Defendants-in-Interpleader are due as the case is stayed.

20 WHEREAS, on or about September 27, 2018, Scott was found guilty of first degree murder  
21 of Decedent. Upon information and belief, Scott's time for appealing that conviction has not yet  
22 run.

23 WHEREAS, on or about June 14, 2018 (Dkt#31), Kathleen expressly stated that she  
24 disavows any claim to or interest in the Plan Benefits, which the Court confirmed by Order dated  
25 January 22, 2019 (Dkt#60).

26 WHEREAS, by Order dated January 22, 2019 (Dkt#60), the Court appointed Jacob Rogneby  
27 as guardian ad litem for A.C.E. and A.L.E. in this action.

1 WHEREAS, MetLife is a mere disinterested stakeholder and claims no interest in the Plan  
2 Benefits at issue, which have been deposited with the Court.

3 WHEREAS, all Defendants-in-Interpleader agree that MetLife shall be discharged of any  
4 and all liability with respect to the Plan Benefits and the underlying Group Policy and any and all  
5 claims that Defendants-in-Interpleader have or may have regarding the Plan Benefits and the  
6 underlying Group Policy.

7 WHEREAS, all Defendants-in-Interpleader agree that MetLife will recover its attorneys'  
8 fees and costs from the stake on deposit in the amount of \$5,000.00.

9 WHEREAS, all Defendants-in-Interpleader agree that each Defendant-in-Interpleader,  
10 including their respective agents, attorneys and/or assigns shall be enjoined and perpetually  
11 restrained from instituting any suit at law or equity, or action of any kind whatsoever, against  
12 MetLife and/or its parent companies, subsidiary companies, agents, affiliates, representatives or  
13 attorneys with respect to the Plan Benefits and the underlying Group Policy.

14 WHEREAS, all Defendants-in-Interpleader further agree that MetLife shall be dismissed  
15 from this action entirely with prejudice.

16  
17 **STIPULATION**

18 NOW THEREFORE, Plaintiff-in-Interpleader MetLife and Defendants-in-Interpleader  
19 Aurora, Scott, Rebecca, Kathleen, A.C.E., and A.L.E., by and through their attorneys of record, and  
20 in the case of Scott, in pro per, stipulate and agree as follows:

21 1. That MetLife shall be discharged of any and all liability with respect to the Plan  
22 Benefits and the underlying Group Policy and any and all claims that Defendants-in-Interpleader  
23 Aurora, Scott, Rebecca, Kathleen, A.C.E., and A.L.E. may have regarding the Plan Benefits and  
24 any claims under the Group Policy;

25 2. That Defendants-in-Interpleader Aurora, Scott, Rebecca, Kathleen, A.C.E., and  
26 A.L.E. and their respective agents, attorneys and/or assigns shall be enjoined and perpetually  
27 restrained from instituting any suit at law or equity, or action of any kind whatsoever, against  
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MetLife and/or its parent companies, subsidiary companies, agents, affiliates, representatives or attorneys with respect to the Plan Benefits and the Group Policy;

3. That MetLife will recover its attorneys' fees and costs from the stake on deposit in the amount of \$5,000.00; and

4. That MetLife is dismissed from this action entirely with prejudice.

**IT IS SO STIPULATED.**

DATED: March 6, 2019

HINSHAW & CULBERTSON LLP

By: /s/ Misty A. Murray

MISTY A. MURRAY

PETER J. FELSENFELD

DAYNA L. BERKOWITZ

Attorneys for Plaintiff-in-Interpleader

Metropolitan Life Insurance Company

DATED: March 6, 2019

RIGGIO MORDAUNT & KELLY

By: /s/ Mike Mordaunt

MIKE MORDAUNT

Attorney for Kathleen Rogneby, Aurora

Eastman, Rebecca Eastman, and A.L.E. and

A.C.E., by and through their guardian ad litem  
Jacob Rogneby

By: /s/

SCOTT A. EASTMAN

Defendant in Pro Per

**PROPOSED ORDER**

Having reviewed the Stipulation of the parties, and for good cause appearing therefore, IT IS HEREBY ORDERED as follows:

1. That Metropolitan Life Insurance Company ("MetLife") is discharged of any and all liability with respect to the Plan Benefits and the underlying Group Policy and any and all claims that Defendants-in-Interpleader Aurora L. Eastman ("Aurora"), Scott A. Eastman ("Scott"), Rebecca J. Eastman ("Rebecca"), Kathleen M. Rogneby ("Kathleen"), A.C.E. ("A.C.E."), and A.L.E ("A.L.E.") may have regarding the Plan Benefits and any claims under the Group Policy;

2. That Defendants-in-Interpleader Aurora, Scott, Rebecca, Kathleen, A.C.E., and A.L.E. and their respective agents, attorneys and/or assigns are enjoined and perpetually restrained from instituting any suit at law or equity, or action of any kind whatsoever, against MetLife and/or its parent companies, subsidiary companies, agents, affiliates, representatives or attorneys with respect to the Plan Benefits and the Group Policy;

3. That MetLife will recover its attorneys' fees and costs from the stake on deposit in the amount of \$5,000.00. Said funds are to be payable to Metropolitan Life Insurance Company and sent to MetLife's counsel of record Misty A. Murray, Esq., Hinshaw & Culbertson LLP, 633 West Fifth Street, 47<sup>th</sup> Floor, Los Angeles, California 90071; and

4. That MetLife is dismissed from this action entirely with prejudice.

**PURSUANT TO STIPULATION, IT IS SO ORDERED.**

DATED: March 8, 2019

